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6

7 UNITED STATES DISTRICT COURT  
8 DISTRICT OF NEVADA

9 MARIA SALAZAR, an individual,

10 Plaintiff,

11 v.

TARGET CORPORATION, a foreign  
12 corporation; DOE Individuals 1-10; DOE  
Employees 11-20, and ROE CORPORATIONS  
13 21-30,

14 Defendants.

CASE NO.: 2:18-cv-01039-MMD-GWF

STIPULATED PROTECTIVE ORDER

15 IT IS HEREBY STIPULATED AND AGREED, by the undersigned attorneys for the  
16 respective parties, that with regard to material disclosed in the course of the above-captioned lawsuit  
17 ("Lawsuit") which constitute or contain trade secrets or other confidential research, development, or  
18 commercial information of the parties ("Confidential Material"), the following procedures shall  
19 govern:

- 20 1. This Order is meant to encompass all forms of disclosure which may contain  
21 Confidential Material, including any document, pleading, motion, exhibit, declaration, affidavit,  
22 deposition transcript, inspection and all other tangible items (electronic media, photographs,  
23 videocassettes, etc.).
- 24 2. The parties may designate any Confidential Material produced or filed in this Lawsuit  
25 as confidential and subject to the terms of this Order by marking such materials "Confidential." If  
26 any material has multiple pages, this designation need only be placed on the first page of such  
27 material. Any material designated as "Confidential" shall not be disclosed to any person or entity,  
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1 except to the parties, counsel for the respective parties, and expert witnesses assisting counsel in this  
2 Lawsuit.

3 3. Any material designated as confidential pursuant to paragraph 2 above shall be used  
4 solely for the purposes of this Lawsuit and for no other purpose.

5 4. Prior to disclosure of any Confidential Material, each person to whom disclosure is to  
6 be made shall execute a written "Confidentiality Agreement" (in the form attached hereto)  
7 consenting to be bound by the terms of this Order. The parties, counsel for the respective parties  
8 (including legal assistants and other personnel) are deemed to be bound by this Order and are not  
9 required to execute a Confidentiality Agreement.

10 5. Only counsel of record in this Lawsuit shall be permitted to disseminate Confidential  
11 Material. Upon dissemination of any Confidential Material, each non-designating counsel of record  
12 in this Lawsuit shall maintain a written record as to: (1) the identity of any person given Confidential  
13 Material, and (2) the identity of the Confidential Material so disseminated (such as by "Bates stamp"  
14 number). Such record shall be made available to the designating party upon request.

15 6. If additional persons become parties to this Lawsuit, they shall not have access to any  
16 Confidential Material until they execute and file with the Court their written agreement to be bound  
17 by the terms of this Order.

18 7. In the event that any question is asked at a deposition that calls for the disclosure of  
19 Confidential Material, the witness shall answer such question (unless otherwise instructed not to do  
20 so on grounds of privilege) provided that the only persons in attendance at the deposition are persons  
21 who are qualified to receive such information pursuant to this Order. Deposition testimony may be  
22 designated as confidential following the testimony having been given provided that: (1) such  
23 testimony is identified and designated on the record at the deposition, or (2) non-designating counsel  
24 is notified of the designation in writing within thirty days after receipt by the designating party of the  
25 respective deposition transcript. All deposition transcripts in their entirety shall be treated in the  
26 interim as "Confidential" pursuant to paragraph 2 above. When Confidential Material is  
27 incorporated in a deposition transcript, the party designating such information confidential shall  
28 make arrangements with the court reporter not to disclose any information except in accordance with  
the terms of this Order.

1           8.     If a deponent refuses to execute a Confidentiality Agreement, disclosure of  
2 Confidential Material during the deposition shall not constitute a waiver of confidentiality. Under  
3 such circumstances, the witness shall sign the original deposition transcript in the presence of the  
4 court reporter and no copy of the transcript or exhibits shall be given to the deponent.

5           9.     If a party wishes to file any Confidential Material under seal, the party must comply  
6 with the requirements of Local Rule IA 10-5 and the Ninth Circuit Court of Appeals' decision in  
7 *Kamakan v. City and County of Honolulu*, 447 F.3d 1172 (9<sup>th</sup> Cir. 2006). If a non-designating party  
8 is subpoenaed or ordered to produce Confidential Material by another court or administrative  
9 agency, such party shall promptly notify the designating party of the pending subpoena or order and  
10 shall not produce any Confidential Material until the designating party has had reasonable time to  
11 object or otherwise take appropriate steps to protect such Confidential Material.

12           10.    If a party believes that any Confidential Material does not contain confidential  
13 information, it may contest the applicability of this Order to such information by notifying the  
14 designating party's counsel in writing and identifying the information contested. The parties shall  
15 have thirty days after such notice to meet and confer and attempt to resolve the issue. If the dispute  
16 is not resolved within such period, the party seeking the protection shall have thirty days in which to  
17 make a motion for a protective order with respect to contested information. The party asserting that  
18 the disputed information is confidential and subject to a Protective Order bears the burden of  
19 meeting the compelling reasons standard by articulating compelling reasons supported by specific  
20 factual findings that outweigh the general history of access and the public policies favoring  
disclosure, such as the public interest in understanding the judicial process.

21           11.    Information that is subject to a dispute as to whether it is properly designated shall be  
22 treated as designated in accordance with the provisions of this Order until the Court issues a ruling.

23           12.    Inadvertent failure to designate any material "Confidential" shall not constitute a  
24 waiver of an otherwise valid claim of confidentiality pursuant to this Order, so long as a claim of  
25 confidentiality is asserted within fifteen days after discovery of the inadvertent failure. At such time,  
26 arrangements shall be made by the parties to designate the material "Confidential" in accordance  
27 with this Order.  
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1           13.     This Order shall be without prejudice to the right of any party to oppose production of  
2 any information or object to its admissibility into evidence.

3           14.     When any counsel of record in this Lawsuit or any attorney who has executed a  
4 Confidentiality Agreement becomes aware of any violation of this Order, or of facts constituting  
5 good cause to believe that a violation of this Order may have occurred, such attorney shall report that  
6 there may have been a violation of this Order to the Court and all counsel of record.

7           15.     Within thirty days after the termination of this Lawsuit (whether by dismissal or final  
8 judgment), all Confidential Material (including all copies) shall be returned to counsel for the  
9 designating party. In addition, counsel returning such material shall execute an affidavit verifying  
10 that all Confidential Material produced to such counsel and any subsequently made copies are being  
11 returned in their entirety pursuant to the terms of this Order. Such a representation fully  
12 contemplates that returning counsel has: (1) contacted all persons to whom that counsel disseminated  
13 Confidential Material, and (2) confirmed that all such material has been returned to disseminating  
14 counsel.

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1           16.     After the termination of this Lawsuit, the provisions of this Order shall continue to be  
2 binding and this Court shall retain jurisdiction over the parties and any other person who has access  
3 to documents and information produced pursuant to this Order for the sole purpose of enforcement  
4 of its provisions.

5           IT IS SO STIPULATED:

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7 DATED this 19th day of December, 2018.

DATED this 19th day of December, 2018.

8 **PERRY & WESTBROOK, PC**

**COGBURN LAW OFFICES**

9           /s/ Alan W. Westbrook  
10 BY: \_\_\_\_\_  
11 Alan W. Westbrook  
12 Nevada Bar No. 6167  
13 1701 W. Charleston Blvd, Ste 200  
14 Las Vegas, Nevada 89102  
15 Attorneys for defendant Target Corporation

          /s/ Joseph J. Troiano  
BY: \_\_\_\_\_  
Joseph J. Troiano, Esq.  
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2580 St. Rose Parkway, Suite 330  
Henderson, Nevada 89074  
Attorney for plaintiff Maria Salazar

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18 IT IS SO ORDERED.

19 Dated this 3rd day of January 2019.

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UNITED STATES MAGISTRATE JUDGE